

1.5 All certificates or other proof of insurance to be sent to BA under Section 26.14 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services  
 Bell Atlantic - Telecom Industry Services  
 Room 1423  
 1095 Avenue of the Americas  
 New York, New York 10036

1.6 Notices to MFS under Section 4 1.9 of the Separate Agreement shall be sent to the following address:

MCI WORLDCOM Communications, Inc.  
 Attn: Vice President  
 Eastern Telco Line Cost Management  
 2 Northwinds Center  
 2520 Northwinds Parkway, 5<sup>th</sup> Floor  
 Alpharetta, GA 30004  
 Facsimile (770) 625-6889

with a copy to:

MCI WorldCom  
 Attn: Vice President – Network Financial Management  
 8521 Leesburg Pike, 7<sup>th</sup> Floor  
 Vienna, VA 22182  
 Facsimile (703) 918-6602

with a copy to:

MCI WorldCom  
 Chief Counsel – Business Transactions  
 1801 Pennsylvania Ave, N.W.  
 Washington, DC 20006  
 Facsimile (202) 887-2454

with a copy to:

MCI WOFUDCOM Communications, Inc.  
 Attn: Senior Manager - ~~Carrier~~ Agreements  
 8521 Leesburg Pike, 6<sup>th</sup> Floor  
 Vienna, VA 22182  
 Facsimile (703) 918-0710

1.7 Notices to BA under Section 41.9 of the Separate Agreement shall be sent to the following address:

President - Telecom Industry Services  
 Bell Atlantic Corporation  
 1095 Avenue of the Americas  
 40<sup>th</sup> Floor  
 New York, New York 10036  
 Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.  
 Attn: Jack H. White, Jr.  
 Associate General Counsel  
 1320N. Court House Road, 8<sup>th</sup> Floor  
 Arlington, Virginia 22201  
 Telephone: (703) 974-1368  
 Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic - New York  
 Attn: General Counsel  
 1095 Avenue of the Americas  
 37<sup>th</sup> Floor  
 New York, NY 10036

1.8 Attachment 4.0 set forth at Appendix 2 hereto shall replace and supersede in its entirety Attachment 4.0 of the Separate Agreement.

## 2.0 Clarifications

2.1 The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement or the Separate Agreement in connection with MFS's election under 47 USC § 252(i).

2.2 Neither the execution nor the filing (nor any other events related to the execution or the filing) of this Agreement is to be construed against MFS as a concession or admission that (i) this Agreement is legally necessary, (ii) this Agreement is required by Section 252(i) of the Act, or (iii) this Agreement should be submitted to the Commission for approval under Section 252(e) of

the Act. It is MFS's position ~~that~~, pursuant to Section 252(i) of the Act, MFS opted into the Separate Agreement on June 24, 1999 by its notice of adoption to BA. While BA is willing to permit the Separate Agreement to become effective between BA and MFS retroactively as of June 24, 1999, it is BA's position that MFS cannot opt into the Separate Agreement except upon entering into this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto **have** caused this Agreement to be executed as of this 24<sup>th</sup> day of June, 1999.

MCI WORLDCOM COMMUNICATIONS,  
INC.

By: Wayne M. Rehberger  
Printed: Wayne M. Rehberger

Title: Vice President Network  
Network Financial Manaeement

BELL ATLANTIC – NEW YORK

By: Jeffrey A. Masoner  
Printed: Jeffrey A. Masoner

~~Title:~~ Vice-president • Interconnection Services  
Policy & Planning

## **APPENDIX 1**

NEW YORK INTERCONNECTION AGREEMENT  
UNDER SECTIONS **251** AND **252**  
OF THE TELECOMMUNICATIONS ACT OF **1996**

Dated as of November **11, 1997**

by and between

NEW YORK TELEPHONE COMPANY (d/b/a BELL ATLANTIC - NEW YORK)

and

ACC NATIONAL TELECOM CORP.

## TABLE OF CONTENTS

Section	Page
1.0 DEFINITIONS .....	1
1.2 Other Definitional Provisions .....	10
2.0 INTERPRETATION AND CONSTRUCTION .....	10
3.0 SCOPE .....	11
4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2) .....	11
4.1 Scope .....	11
4.2 Physical Architecture .....	11
4.3 Technical Specifications .....	13
4.4 Interconnection in Additional LATAs .....	13
5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2) .....	14
5.1 Scope of Traffic .....	14
5.2 Switching System Hierarchy .....	14
5.3 Trunk Group Architecture and Traffic Routing .....	15
5.4 Signaling .....	15
5.5 Grades of Service .....	16
6.0 MEASUREMENT AND BILLING .....	16
6.5 Call Detail Provisioning .....	18
7.0 RECIPROCAL COMPENSATION ARRANGEMENTS — SECTION 251(b)(5) .....	21
8.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2) .....	22
8.1 Scope of Traffic .....	22
8.2 Trunk Group Architecture and Traffic Routing .....	22
8.3 Meet-Point Billing Arrangements .....	23
9.0 TRANSPORT AND TERMINATION OF INFORMATION SERVICES TRAFFIC .....	24
9.1 Bundled Information Provider ("IP") Billing Arrangement .....	24
9.2 Unbundled IP Billing Arrangement .....	26
10.0 TANDEM TRANSIT SERVICE .....	27
10.1 Transit Services .....	27
10.2 Dedicated Transit Service .....	29
11.0 911/E911 ARRANGEMENTS .....	29
12.0 JOINT NETWORK GROOMING PLAN .....	30
13.0 INSTALLATION, MAINTENANCE, TESTING, REPAIR AND OPERATIONS SUPPORT SYSTEMS .....	31

14.0	UNBUNDLED LINKS .....	32
14.1	Local Link Transmission Types .....	32
14.2	ADSL and HDSL .....	33
14.5	Provisioning of Unbundled Links .....	34
14.6	Monthly Unbundled Link Charges for New York .....	36
15.0	OTHER UNBUNDLED NETWORK ELEMENTS.....	37
15.1	Availability of Other Network Elements on an Unbundled Basis .....	37
15.2	Unbundled Interoffice Transmission Facilities .....	37
16.0	RESALE - SECTIONS 251(c)(4) and 251(b)(1) .....	37
16.2	Term and Volume Discounts .....	38
16.3	Disclosure of ANTC Information to Other Resellers or to NYNEX Retail Marketing Personnel .....	38
16.4	Disclosure of Customer Information .....	39
16.6	Alternate Billing to Third Numbers .....	40
17.0	NOTICE OF CHANGES - SECTION 251(c)(5) .....	43
18.0	COLLOCATION - SECTION 251(c)(6) .....	43
19.0	NUMBER PORTABILITY - SECTION 251(b)(2) .....	44
19.1	Scope .....	44
19.2	Procedures for Providing INP Through Remote Call Forwarding .....	45
19.3	Procedures for Providing INP Through Route Indexing.....	46
19.4	Procedures for Providing INP Through Full NXX Code Migration .....	46
19.5	Other Interim Number Portability Options.....	46
19.6	Receipt of Terminating Switched Exchange Access Compensation on Traffic to INP'd Numbers .....	46
20.0	NUMBER RESOURCES ASSIGNMENTS .....	48
21.0	DIALING PARITY - SECTION 251(b)(3) .....	48
22.0	ACCESS TO RIGHTS-OF-WAY - SECTION 251(b)(4) .....	48
23.0	DATABASES AND SIGNALING .....	48
24.0	REFERRAL ANNOUNCEMENT .....	49
25.0	DIRECTORY AND OPERATOR SERVICE ARRANGEMENTS .....	49
25.1	Directory Listings and Directory Distributions.....	49
25.1.8	Yellow Page Maintenance .....	51
25.1.9	Information Pages .....	51
25.2	Directory Assistance ("DA") and Operator Services .....	51
25.2.2	Directory Assistance .....	52
25.2.3	Directory Assistance with Branding .....	52
25.3	Directory Assistance Call Completion ("DACC") .....	53
25.4	Directory Assistance Credits .....	54

25.5	Direct Access to Directory Assistance (DADA) .....	54
25.6	Inward Operator Services .....	54
25.7	Operator Service (OS) .....	55
25.8	0+ Mechanized Operator Calls (Calling Card, Collect, Bill to Third Number) .....	56
25.9	0- Operator Handled Calls (Calling Card, Collect, Bill to Third Number) .....	56
25.10	Operator Emergency Bulletin Service .....	57
25.11	Operator Passthrough Service .....	58
26.0	GENERAL RESPONSIBILITIES OF THE PARTIES .....	58
26.9	Prevention of Unauthorized Use .....	60
27.0	TERM AND TERMINATION .....	62
28.0	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES .....	64
29.0	CANCELLATION CHARGES .....	64
30.0	NON-SEVERABILITY .....	65
31.0	INDEMNIFICATION .....	65
32.0	LIMITATION OF LIABILITY .....	66
33.0	LIQUIDATED DAMAGES AND SERVICE QUALITY STANDARDS FOR SPECIFIED ACTIVITIES .....	67
34.0	REGULATORY APPROVAL .....	70
35.0	FORCE MAJEURE .....	71
36.0	CONFIDENTIALITY .....	71
37.0	DISPUTE RESOLUTION .....	73
38.0	SECTION 252(i) OBLIGATIONS .....	75
39.0	UNIDENTIFIED CHARGES .....	75
40.0	AUDIT RIGHTS .....	75
41.0	MISCELLANEOUS .....	76

Attachment 1.0  
Attachment 4.0  
Attachment SQ  
Attachment PA  
Attachment BFR  
Attachment IOF  
Attachment ADR

Certain Terms as Defined in the Act  
Network Interconnection Dates  
**Service Quality**  
Pricing Attachment  
Bona Fide Request Process  
Interoffice Transmission Facilities  
Alternate Dispute Resolution



**NEW YORK INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 is effective the 11th day of November, 1997 (the 'Effective Date'), by and between ACC National Telecom Corp. ('ANTC') 400 West Avenue, Rochester, NY 14611 and New York Telephone Company d/b/a, Bell Atlantic - New York ('NYNEX' or 'NYT'), a New York corporation with offices at 1095 Avenue of the Americas, New York, NY 10036.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, ANTC wishes to purchase, and NYNEX wishes to provide, Unbundled Network Elements (as defined below) and Wholesale Services (as defined below) and other facilities and services as provided hereunder as prescribed by the Act

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ANTC and NYNEX hereby agree as follows:

**1.0 DEFINITIONS**

**1.1** As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.1. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth in Attachment 1.0.

**1.1.1** 'Act' or the 'Telecommunications Act' means the Communications Act of 1934 (47 U.S.C. 151), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PSC.

**1.1.2** 'ADSL' or 'Asymmetrical Digital Subscriber Line' means a transmission technology which transmits an asymmetrical digital signal using

one of a variety of line codes as specified in ANSI standards T1.413-1995-007R2.

1.1.3 'Agreement' means this Interconnection Agreement under Sections 251 and 252 of the Telecommunications *Act of* 1996 by and between N M and ANTC dated **as** of the date first above written, including all attachments hereto.

1.1.4 'Affiliate' is **As Defined** in the Act.

1.1.5 '**As Defined in the Act**' means as specifically defined by the Act and as from time to time interpreted in the duly authorized ~~rules~~ and regulations of the FCC or the PSC.

1.1.6 'As Described in the Act' means as ~~described~~ in or required by the Act and as from time to time interpreted in the duly authorized ~~rules~~ and regulations ~~of~~ the FCC or the PSC.

1.1.7 '**Attachment**' means any attachment referenced in and appended to this Agreement and made a part hereof. The Attachments are **as** follows:

Attachment ADR	Alternative Dispute Resolution
Attachment BFR	Bona Fide <b>Request</b> Process
Attachment 1.0	Definitions
Attachment SQ	Service Quality
Attachment 4.0	Network Interconnection Dates
Attachment IOF	Interoffice Transmission Facilities
Attachment PA	Pricing Attachment

1.1.8 'Automatic Number Identification' or 'ANI' means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.1.9 'Busy Line Verification/Busy Line Verification Interrupt Traffic. or '**BLV/BLVI Traffic**' means an operator service call in which the caller inquires as to the busy status ~~of~~ or requests an interruption of a call on another Customer's Telephone Exchange ~~Service~~ line.

1.1.10 '**Calling Party Number**' or 'CPN' is a Common Channel Interoffice Signaling (**'CCIS'**) parameter which refers ~~to~~ the number transmitted through a network identifying the calling party.

1.1.11 'Central Office Switch' means a switch used to provide Telecommunications Services. including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Links for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" ("Tandems") which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.1.12 "CCS" means one hundred (100) call seconds.

1.1.13 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCIS-based offerings.

1.1.14 "Collocation" means an arrangement whereby the facilities of one Party (the "Collocating Party") are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which equipment has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party are limited to the structure or portion thereof in which such Housing Party has the exclusive right of occupancy, or where such right does not exist, exercises such control that it has the right to permit the Collocating Party to collocate facilities and equipment at the premises. To the extent the proposed collocation space is leased to NYNEX, ANTC's right to occupy such space (or a portion thereof) is subject in all respects to NYNEX's rights with respect to such leased premises under such lease. NYNEX shall have the right to vacate such leased space (in whole or in part) or to modify, alter or amend the lease in any manner, including in such manner which would modify ANTC's rights with respect to such collocation space, or which would preclude NYNEX from sub-leasing or licensing use of such space to ANTC; provided, however, NYNEX shall not base its decision to vacate such space or to agree to a modification, alteration or amendment of the lease for the primary purpose of denying ANTC its right to collocate in such space; and provided, however, further, that NYNEX shall in good faith seek to preserve in its lease any right NYNEX may have to allow ANTC to collocate in such space.

1.1.15 "Commission" or "PSC" means the New York Public Service Commission.

1.1.16 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with

stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.1.17 'Cross Connection' means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.1.18 **"Customer"** means a Telecommunications Carrier or end user that subscribes to residence or business Telecommunications Services provided by either of the Parties.

1.1.19 'Days' shall mean calendar days unless otherwise designated as 'business days'.

1.1.20 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. 'Local Dialing Parity' is As Defined in the Act and means the ability of Telephone Exchange Service Customers of a LEC to select a provider and make local calls without dialing extra digits. **"Toll Dialing Parity"** is As Defined in the Act and means the ability of Telephone Exchange Service Customers of a LEC to place toll calls (interLATA or intraLATA) which are muted to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay. **"Toll Dialing Parity"** provides a Party's Customer with the ability to select a carrier as its interLATA toll provider and select the same or a different carrier as its intraLATA provider.

1.1.21 'Digital Signal Level' means one of several transmission rates in the time-division multiplex hierarchy.

1.1.22 'Digital Signal Level 0' or **"DS0"** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.1.23 'Digital Signal Level 1' or **"DS1"** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.1.24 **"Digital Signal Level 3 or "DS3"** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.1.25 'Direct Customer Access Service' or 'DCAS' is an electronic interface system provided by NYNEX to facilitate the ordering, provisioning and maintenance of various facilities, features and services provided by **NYNEX** including: interconnection arrangements, unbundled network elements, resale of retail services provided at wholesale rates and other offerings,

1.1.26 'Exchange Message Record' or '**EMR**' means the standard used for the exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. **EMR** format is contained in Bellcore Practice **BR-010-200-010** CRIS Exchange Message Record.

1.1.27 'Exchange Access' is **As** Defined in the Act

1.1.28 'FCC' means the Federal Communications Commission.

1.1.29 '**Fiber-Meet**' means an Interconnection architecture method limited only by technical feasibility (other than Collocation) whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.1.30 '**High-Bit Rate Digital Subscriber Line**' or '**HDSL**' means a transmission technology which transmits over ~~two (2)~~ twisted cable pairs up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ('**2B1Q**'), Carrierless AM/PM, Discrete Multitone ('**DMT**'), or 3 Binary / 1 Octal ('**3B0**'). Only unloaded and non-repeated twisted cable pairs that do not exceed a technical length limitation can support HDSL capabilities.

1.1.31 'Information Service' is **As** Defined in the Act.

1.1.32 '**Information Service Traffic**' means Local Traffic or Intra-LATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an Information Service provided over a Party's information services platform.

1.1.33 '**Integrated Digital Loop Carrier**' means a subscriber loop carrier system which integrates within the switch, generally at a DS1 level, twenty-four (24) local Link voice grade equivalent transmission paths combined into a **1.544** Mbps digital signal.

1.1.34 'Interconnection' is **As Described** in the Act and refers to the connection of a network, equipment, or facilities of **one** Telecommunications Carrier with the network, equipment, or facilities of another Telecommunications Carrier for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.1.35 'Interexchange Carrier' or 'IXC' means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services

1.1.36 'Interim Telecommunications Number Portability' or 'INP' is As Described in the Act.

1.1.37 'InterLATA Service' is As Defined in the Act.

1.1.38 'Integrated Services Digital Network' or 'ISDN' means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ('BRI-ISDN') provides for a digital transmission of *two* 64 Kbps bearer channels and one 16 Kbps data channel ('2B+D').

1.1.39 'IntraLATA Toll Traffic' means those intraLATA station calls that are not defined as Local Traffic in this Agreement

1.1.40 'Joint Grooming Plan' means the initial plan agreed to by the Parties within three (3) months of the Effective Date which is substantially similar to the template provided by NYNEX to ANTC on or about March 5, 1997, as modified from time to time as mutually agreed to by the Parties.

1.1.41 'Laws' means any statute, rule, regulation, applicable ruling of a court of competent jurisdiction, or any FCC or PSC decision, order, or ruling.

1.1.42 'Local Access and Transport Area' or 'LATA' As Defined in the Act means a contiguous geographic area:

(a) established before the date of the enactment of the Telecommunications Act of 1996 by a Bell Operating Company such that no exchange area includes points within more than one (1) metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(b) established or modified by a Bell Operating Company after such date of enactment and approved by the PSC.

For purposes of this Agreement, NYNEX operates in six discrete LATAs within New York State. They are:

- (1) LATA 132 – the New York Metropolitan LATA
- (2) LATA 133 – the Poughkeepsie LATA
- (3) LATA 134 – the Albany LATA
- (4) LATA 136 – the Syracuse LATA

- (5) LATA 138 – the Binghamton LATA
- (6) LATA 140 – the Buffalo LATA

In addition, the Rochester area is considered a separate, seventh LATA; however, **NYNEX** currently does not operate in that area of the State. Telephone calls that originate and terminate within any one of the seven New York State LATAs are classified as **IntraLATA** intrastate **calls**. Telephone **calls** that originate in one of the seven LATAs and terminate in another of these seven LATAs are classified as **InterLATA** intrastate **calls**. Calls that originate in any one of these seven LATAs and terminate in a different LATA in any other state or in a foreign country are classified as **InterLATA** interstate calls.

1.1.43 'Local Exchange **Carrier**' or 'LEC' is As Defined in the Act.

1.1.44 'Local Link Transmission' or 'Link' means the entire transmission path which extends from the network **interface/demarcation** point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Links are defined by the electrical interface rather than the type of facility used.

1.1.45 '**Loss**' or 'Losses' means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.1.46 'Main Distribution **Frame**' or '**MDF**' means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.1.47 'Meet-Point Billing' means the process whereby each Party bills the appropriate tariff rate for its portion of a jointly provided Switched Exchange Access Service as agreed to pursuant to Section 8.3.

1.1.48 'Network Element' is As Defined in the Act

1.1.49 '**Network** Element Bona Fide Request' means the process described in Attachment **BFR** that **prescribes** the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement

1.1.50 '**North American Numbering Plan**' or 'NANP', as defined in 'Bellcore Special Report **SR-TSV-002275**, **BOC** Notes on the LEC Networks "Signaling' means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and other defined areas. The NANP format is a 10-digit

number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.1.51 'Number Portability' is **As** Defined in the Act

1.1.52 'NXX' means the ~~three~~-digit code which appears as the first three digits of a seven digit telephone number.

1.1.53 'Party' means either NYNEX or ANTC, and 'Parties' means NYNEX and ANTC.

1.1.54 'Port' means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network. but does not include switch features or switching functionality.

1.1.55 'Point of Termination Bay' or 'POT Bay' means the intermediate distributing frame system which serves as the point of demarcation for collocated interconnection.

1.1.56 'Rate Center' means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as ANTC is permitted by an appropriate regulatory body to establish its own Rate Centers within an area.

1.1.57 'Reciprocal Compensation' is **As** Described in the Act

1.1.58 'Reciprocal Compensation Call' or 'Reciprocal Compensation Traffic' means a Telephone Exchange Service Call completed between the Parties which qualifies for Reciprocal Compensation pursuant to the terms of this Agreement and any applicable Law.

1.1.59 'Route Indexing' means the provision of Interim Number Portability through the use of direct trunks provisioned between end offices of NYNEX and ANTC over which inbound traffic to a ported number will be routed.

1.1.60 'Routing Point' means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Service. Pursuant to Bell Communications



Research, Inc. ('Bellcore') Practice BR 795-100-100 (the 'Bellcore Practice'), the Routing Point (referred to as ~~the~~ "Rating Point" in such Bellcore Practice) may be an End Office Switch location or a 'LEC Consortium Point of Interconnection.'

1.1.61 'Service Control Point' or **"SCP"** means a component of the signaling network that acts as a database to provide information to another component of the signaling network (i.e., Service Switching Point or another **SCP**) for processing or routing certain types of network **calls**. A query/response mechanism is typically used in communicating with an SCP.

1.1.62 'Signaling Transfer Point' or **"STP"** means a component of the signaling network that performs message routing functions and provides information for the routing of messages between signaling network components. An STP transmits, receives and processes CCIS messages.

1.1.63 'Switched Exchange Access Service' means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/1888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.1.64 'Synchronous Optical Network' or **"SONET"** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base transmission rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate.

1.1.65 **"Technically Feasible Point"** is As Described in the Act.

1.1.66 'Telecommunications' is As Defined in the Act

1.1.67 'Telecommunications Carrier' is As Defined in the Act

1.1.68 'Telecommunications Service' is As Defined in the Act.

1.1.69 'Telephone Exchange Service' is As Defined in the Act.

1.1.70 'Telephone Exchange Service Call' or **"Telephone Exchange Service Traffic"** means a call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party's network and terminated on the other Party's network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (10XXX) or (101XXX) call. Telephone Exchange Service Traffic is transported over Traffic Exchange Trunks and qualifies for Reciprocal Compensation pursuant to the terms of this Agreement

1.1.71 'Telephone Toll Service' is As Defined in the Act.

1.1.72 'Unbundled Network Element' or "UNE" is As Defined by the Act

1.1.73 'Wholesale Service' shall mean any Telecommunications Service that NYNEX provides at retail to subscribers who are not Telecommunications Carriers and which is provided to Telecommunications Carriers pursuant to Section 251(c)(4) of the Act

1.1.74 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy (or where such right does not exist, exercises such control that it has the right to permit the Collocating Party to collocate facilities and equipment at the premises subject to the limitations set forth in Section 1.1.14 hereof) and is the premises at which is located one or more local End Office Switches and is a point at which Links (loops) used to provision end user's Local Exchange Service converge for a given area.

## 1.2 Other Definitional Provisions.

The terms defined in this Article include the plural as well as the singular. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. Article, Section, Paragraph and Attachment references refer to Articles, Sections and Paragraphs of, and Attachments to, this Agreement. The words "include" and "including" shall not be construed as terms of limitation.

## 2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections and Attachments shall be deemed to be references to Sections of, and Attachments to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Attachment 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless otherwise stated, any reference to any agreement, other instrument (including NYNEX or other third party offerings, guides or practices), or tariff is for convenience of reference only and is not intended to be a part of, or incorporated into, this Agreement.

The terms and conditions of any and all Attachments hereto as amended from time to time by mutual agreement of the Parties are incorporated herein by reference and shall constitute part of this Agreement as if fully set forth herein.

This Agreement shall be construed and/or interpreted wherever possible to avoid conflict between the provisions hereof and the Attachments hereto, provided that if such a conflict shall arise with any Attachment, the provisions of this Agreement shall control, unless otherwise designated.

### 3.0 SCOPE

This Agreement sets forth the terms and conditions under which ANTC and NYNEX will interconnect their respective networks to enable ANTC to provide Telecommunications Services consistent with the rights and obligations set forth in Sections 251 and 252 of the Act

### 4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding 'Interconnection Activation Date' shown for each such LATA within the State of New York on Attachment 4.0. Attachment 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties by attaching a supplementary attachment to Attachment 4.0. Interconnection in a LATA shall be accomplished through either (i) a Fiber-Meet as provided in Section 4.2, (ii) Collocation as provided in Section 18, (iii) any other Interconnection method allowed by applicable tariff, Act, rule or regulation, or (iv) any other Interconnection method to which the Parties may agree.

#### 4.1 Scope

The physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service Traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act shall be configured as set forth in the Parties' Joint Grooming Plan. The configuration of specific logical trunk groups (and traffic routing parameters) and the physical connections described herein related to the transmission and routing of Telephone Exchange Service Traffic and Exchange Access traffic, respectively shall also be set forth in the Parties' Joint Grooming Plan. Other trunk groups, as described in this Agreement, may be configured using this architecture.

#### 4.2 Physical Architecture

In each LATA identified on Attachment 4.0, ANTC and NYNEX shall configure network interconnection arrangements as set forth in the Parties' Joint Grooming Plan. Both Parties, to the extent technically feasible, will provide a

diverse, reliable network that incorporates, where available, the most advanced, practicable technologies.

**4.2.1** The network architecture established in the Joint Grooming Plan will meet the following minimum criteria:

(a) The Parties shall establish physical interconnection points at the locations designated on Attachment **4.0**. Points on the ANTC network from which ANTC will provide transport and termination of traffic are designated as the ANTC Interconnection Points ("**A-IP**"). Points on the NYNEX network from which NYNEX will provide transport and termination of traffic are designated as the NYNEX Interconnection Points ("**N-IP**"). Consistent with the Act, ANTC may designate any additional interconnection points at any technically feasible location on NYNEX's network

(b) Each Party will provide owned or leased facilities to deliver traffic originated on its respective networks to the designated interconnection points of the other Party's network. The Party terminating the traffic will be responsible for all transport and termination of ~~calls~~ beyond the designated interconnection point.

**4.2.2** The Parties may implement one of the following configurations, unless an alternative plan is mutually agreed to by both parties. NYNEX may not unreasonably disagree to any technically feasible alternative plan.

(a) A jointly maintained **SONET** network, in which each Party is responsible for the procurement, installation, and maintenance of mutually agreed-upon Optical Line Terminating Multiplexer ("**OLTM**") equipment at its respective premises. Additionally, ~~each~~ Party will be responsible for the installation and maintenance of ~~one-half~~ of a fiber optic ring; or

(b) Interconnection of networks at an optical level via a Fiber Meet or other comparable means.

**4.2.3** The Parties agree to allow interim alternatives to the architecture described in Section **4.2**, utilizing electrical ~~hand-offs~~, provided the Parties mutually develop and agree on a plan to fully transition to an arrangement reflective of Section **4.2** ~~in~~ that LATA within one hundred and eighty (180) Days following the Interconnection Activation Date listed for that LATA in Attachment 4.0.

### 4.3 Technical Specifications

**4.3.1** ANTC and NYNEX shall cooperate to install and maintain a reliable network such that each of the Parties shall maintain a grade of service of at least **B.01** with respect to exchanged traffic. ANTC and NYNEX shall exchange appropriate information (**e.g.**, maintenance contact numbers, network and traffic load information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability: **The** Parties will designate within **30** Days of the Effective Date the necessary **contact** persons and timing requirements for the exchange of such information, which shall be set forth in the Joint Grooming Plan.

**4.3.2** ANTC and NYNEX shall apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

**4.3.3** The Parties shall implement, to the extent technically feasible, the practices, procedures, specifications and interfaces established in the publication 'Bellcore Technical Publication **TR-INS-000342**; High Capacity Digital Special **Access** Service. Transmission Parameter **Limits** and Interface Combinations' in meeting their respective Interconnection responsibilities related to **Electrical/Optical** Interfaces.

### 4.4 Interconnection in Additional LATAs

**4.4.1** If ANTC decides to offer Telephone Exchange Services in any other LATA not identified in Attachment **4.0** in which NYNEX also offers Telephone Exchange Services in New York State, ANTC shall provide written notice to NYNEX of **the** need to establish Interconnection in such LATA pursuant to this Agreement.

**4.4.2** **The** notice provided in Section **4.4.1** shall include (i) **the** initial Routing Point ANTC has designated in the **new** LATA; (ii) **ANTC's** requested Interconnection Activation Date; and (iii) **a** non-binding forecast of ANTC's **trunking** requirements.

**4.4.3** Unless otherwise agreed by the Parties, the Parties shall designate the **Wire** Center **ANTC** has identified **as** its initial Routing Point in the LATA as the A-IP in that LATA and shall designate the **NYNEX** Tandem **Office** Wire Center within the LATA nearest to **the** A-IP (**as** measured in airline miles utilizing the **V&H** coordinates method) **as the N-IP** in that **LATA**.

**4.4.4** Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually

agreed by the Parties or (ii) the date that is one-hundred and fifty (150) Days after the date on which ANTC delivered notice to NYNEX pursuant to Section 4.4.1. Within ten (10) business days of NYNEX's receipt of ANTC's notice, NYNEX and ANTC shall confirm the N-IP, the A-IP and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Attachment 4.0.

## 5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

### 5.1 Scope of Traffic

Section 5 generally prescribes parameters for trunk groups (the "Traffic Exchange Trunks") used for the transmission and routing of Local Traffic and Intra LATA Toll Traffic or any other use allowed by the Act between the Parties' respective Telephone Exchange Service Customers and where such traffic is not presubscribed for carriage by a third party carrier nor carried by a third party carrier as casual dialed (10XXX and 101XXXX) traffic.

### 5.2 Switching System Hierarchy

5.2.1 For purposes of this Section 5, each of the following Central Office Switches shall be designated as a 'Primary Switch':

- (a) Each Access Tandem NYNEX operates in a LATA;
- (b) The initial switch ANTC employs to provide Telephone Exchange Service in a LATA;
- (c) Any Access Tandem ANTC may establish for provision of Exchange Access in a LATA;
- (d) Any additional switch ANTC may subsequently employ to provide Telephone Exchange Service in a LATA which ANTC may at its sole option designate as a Primary Switch; provided that the total number of **ANTC** Primary Switches for a LATA may not exceed the total number of NYNEX Primary Switches for that LATA. To the extent **ANTC** chooses to designate any additional switch as a Primary Switch, it shall provide notice to NYNEX of such designation at least ninety (90) Days in advance of the date on which **ANTC** activates such switch as a Primary Switch; and
- (e) Any additional tandem switch NYNEX may subsequently employ to provide access and/or sector traffic capacity within a LATA Traffic destined to subtending Secondary

**Switches** routed via such a ~~tandem(s)~~ would be determined by network requirements and notice made available to all LECs at least one hundred and eighty (180) Days prior to service introduction.

**5.2.2** Each Central Office Switch operated by the Parties which is not designated as a Primary Switch pursuant to Section **5.2.1** shall be designated as a 'Secondary Switch'.

**5.2.3** For purposes of ANTC routing traffic to NYNEX, sub-tending arrangements between NYNEX Primary Switches and NYNEX Secondary Switches shall be the same as the Access ~~Tandem/End Office~~ sub-tending arrangements which NYNEX maintains for those switches. For purposes of NYNEX routing traffic to ANTC, sub-tending arrangements between ANTC Primary Switches and ANTC Secondary Switches shall be the same as the Access ~~Tandem/End Office~~ sub-tending arrangements which ANTC maintains for those switches.

### **5.3 Trunk Group Architecture and Traffic Routing**

The Parties shall jointly engineer and configure Traffic Exchange Trunks over the physical Interconnection arrangements for the transport and termination of Telephone Exchange Service Traffic or any other use allowed under the Act, as follows:

**5.3.1** The Parties shall initially configure a separate **two-way** trunk group, and operate as one-way or two-way as mutually agreed to by both Parties, as a direct transmission path between each ANTC Primary ~~Switch~~ and each NYNEX Primary Switch.

**5.3.2** Notwithstanding anything to the ~~contrary~~ in this Section 5, if the two-way traffic volumes between any ~~two~~ Central Office Switches (whether Primary-Primary, ~~Primary-Secondary~~ or Secondary-Secondary) exceed the CCS busy hour equivalent of one DS1 on a regular or consistent basis, the Parties shall add trunks or establish new direct trunk groups as soon as feasible after such occurrence (but in no case later than the time periods set forth in Attachment SQ) consistent with the grades of service and quality parameters set forth in the Joint Grooming Plan.

### **5.4 Signaling**

**5.4.1** Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and

reciprocal rates for CCIS signaling based on (at ANTC's sole option):  
(i) applicable tariffs, or (ii) ANTC's selection of another carrier's rates for signaling, subject to the same terms and conditions, unless otherwise agreed to in writing. During the term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for SS7 queries (including, but not limited to Transactional Capabilities Application Part ('TCAP') and Integrated Services Digital Network User Part ('ISUP') made for Local Traffic interexchanged between the Parties.

5.4.2 Each Party shall comply with the practices, procedures and specifications established in the following Bellcore publication 'Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling,' at least to the extent reasonably necessary to allow the other Party to meet its respective Interconnection responsibilities related to signaling.

5.4.3 The Parties will cooperate in the exchange of TCAP messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers, subsidiaries or affiliates, or to the extent allowed by Law. If a Party provides CCIS signaling, it shall provide all CCIS signaling parameters including calling party number ('CPN'), originating line information ('OLI'), calling party category and charge number.

5.4.4 Each Party shall provide trunk groups where facilities are available that are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission (or an other appropriate and agreed upon method) to allow for ISDN interoperability between the Parties' respective networks.

## 5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the grade of service set forth in (i) Section 4.3, (ii) Attachment SQ and (iii) any standards established by the Joint Grooming Plan, as may be modified by the PSC in the, NY PSC Case No. 97-C-0139, hereinafter 'Service Quality Proceeding'.

## 6.0 MEASUREMENT AND BILLING

This Section 6 shall apply to all Services and facilities (including Wholesale Service) offered hereunder, unless otherwise noted.

6.1 For purposes of billing interconnection traffic only, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks; provided that so long as the percentage of calls passed



with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

6.2 For terminating Reciprocal Compensation and for Call Usage Detail Services ('CUDS') records, measurement of billing minutes shall be in actual conversation seconds.

6.3 Originating FGB **800/888** calls will be measured (*i.e.*, recorded) by the Parties, and service chargeable originating access minutes will be derived from recorded minutes as described in the following steps:

6.3.1 Parties shall obtain recorded originating FGB **800/888** minutes and messages from the appropriate recording data. The Parties shall derive the total attempts by dividing the originating measured messages by the Completion Ratio ("CR"). CRs are obtained separately for **800/888** traffic from a sample study which analyzes the ultimate completion status for the total attempts which receive acknowledgment from Customer [Measured Message divided by CR = Total Attempts]

6.3.2 The Parties shall obtain the total **Non-Conversion Time Additive** ('NCTA') by multiplying the Total Attempts by the NCTA per attempt ratio. The NCTA per attempt ratio is obtained from the sample study identified above by measuring the **non-conversation** time associated with both complete and incomplete attempts. The NCTA is the time on a completed attempt from customer acknowledgment of receipt of call to called party answer (set up and ringing) plus the time on an uncompleted attempt from customer acknowledgment of call until the access tandem or end office receives a disconnect signal (ring-no answer, busy or network blockage). [Total Attempts x NCTA = Total NCTA]

6.3.3 The Parties shall obtain total chargeable originating access minutes by adding the total NCTA to the recorded originating measured minutes. [Measured Minutes + NCTA = Chargeable Originating Access Minutes.]

6.3.4 For FGB **800/888** calls, usage measurement begins when the originating FGB entry switch receives answer supervision from the Customer's point of termination, indicating the called party has answered. The measurement of call usage over FGB ends when the originating FGB entry switch receives disconnect supervision from either (a) the originating end user's end office, indicating the originating end user has disconnected, or (b) the customer's point of termination, whichever is recognized first by the entry switch.

6.4 Where CPN is not available in a LATA for greater than ten percent (10%) of the traffic, the Party sending the traffic shall provide factors to determine